

criteria of 42 CFR 432.50 are met. Changes in federal regulations affecting the matching percentage and/or costs eligible for enhanced or administrative match, which become effective subsequent to the execution of this agreement will be applied as provided in the regulations.

2. Provide the Lewis County C-1 School District access to the information necessary to properly provide the EPSDT Administrative Case Management.
3. Develop and conduct periodic quality assurance and utilization reviews in cooperation with the Lewis County C-1 School District.
4. Provide initial training and technical assistance to staff of the Lewis County C-1 School District regarding the responsibilities assumed within the terms of this agreement.
5. Conduct in service training sessions for participating schools districts on an annual basis.
6. Provide necessary consultation to the Lewis County C-1 School District on issues related to this agreement as needed by the school district.
7. Accept federally approved cost allocation on file at DESE as official cost allocation plan to be used in calculating amount of payment due.

The Lewis County C-1 School District agrees to:

1. Provide EPSDT Administrative Case Management as an instrument for the Department of Social Services, Division of Medical Services, to aid in assuring the availability, accessibility and coordination of required health care resources to Medicaid eligible children and their families residing within the district's boundaries. The Lewis County C-1 School District shall develop and submit within 90 days of the signing of this agreement, for approval by DMS, an internal process for measuring the progress of the district toward attainment of the ACM Program goals. The following list of activities have been identified as appropriate for providing the Administrative Case Management function.

A. Outreach Activities:

- i. identify potential Medicaid eligible children and assist in their eligibility determination consistent with the mandates contained in House Bill 564;

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- ii. inform Medicaid eligible pregnant teenagers within the Lewis County C-1 School District about the availability of HCY/EPSDT services;
- iii. inform the groups cited above of available necessary transportation; provide scheduling assistance; and develop transportation resources as appropriate.

B. Coordination of HCY/EPSDT Screens and Evaluation:

Assistance will be provided to eligible children and their families in establishing a medical care home as defined in Section 9 of the General Chapter of the Missouri State Medicaid HCY Program. Coordination activities include, but are not limited to:

- i. making referrals for and scheduling the following EPSDT/HCY screens in accordance with the periodicity schedule set out in Section 9 of the General Section of the State Medicaid HCY Provider Manual:
 - a) comprehensive health and developmental, including mental health;
 - b) vision;
 - c) hearing;
 - d) dental;
- ii. making referrals for and scheduling any evaluations that may be required as the result of a condition identified during the child's screen.

C. Immunizations:

Assistance will be given to eligible children to assure the appropriate immunizations are provided as indicated in Section 9 of the General Section of the State Provider Manual.

D. Case Planning and Coordination:

This activity includes providing assistance to the client and the family in developing and implementing a case or service plan. Activities include, but are not limited to:

- i. identifying and arranging for medically necessary services to correct or ameliorate conditions identified in the child's Individual Educational Plan (IEP) or Individual Family Service Plan (IFSP);

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- ii. identifying and arranging for medically necessary services required as the result of any regular, interperiodic, or partial EPSDT/HCY screen;
- iii. after determining the frequency and duration of these services, secure the prior authorization through the Division of Medical Services;
- iv. developing and coordinating the meetings of any interdisciplinary teams that may be able to assist in development and periodic review of the case plan;
- v. coordinating the closure of the case, referral to any needed services and realignment of the case plan.

E. Prenatal Care Services:

This activity includes the provision of outreach coordination and prevention services to Medicaid eligible pregnant adolescents within the school district.

F. Nutrition Services:

This activity includes planning, education, or coordination activities around a Medicaid eligible child's nutritional needs.

G. Health Education:

This activity includes the coordination of health education and anticipatory guidance services. Examples include, but are not limited to, child care development, safety, accident and disease prevention and healthy lifestyles and practices.

H. Interagency Coordination:

This activity includes efforts to improve the availability of services, to focus services on specific population groups or to define the scope of each agency's programs in relation to the other in the provision of services to the child and family.

I. Transportation:

This activity includes the provision of assistance to gain access to transportation for diagnostic and treatment services required as a result of a regular, partial or interperiodic HCY/EPSDT screen.

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2. Account for the activities of staff providing EPSDT Administrative Case Management in accordance with the provisions of OMB Circular A 87 and 45 CFR parts 74 and 95. Follow predetermined methodology for evaluating the appropriate percentage of staff time, costs, etc. Develop and submit time study methodology with initial invoice.
3. Provide as requested by the Division of Medical Services, the information necessary to request federal funds available under the state Medicaid match rates.
4. Maintain the confidentiality of client records and eligibility information received from DSS and use that information only in the administrative, technical assistance and coordination.
5. Certify to DSS the provisions of the non-federal share for HCY Administrative Case Management via completion of DMS "Certification of General Revenue" form.
6. Accept responsibility for disallowances and incur the penalties of same resulting from the activities associated with this agreement. Return to DSS any federal funds which are deferred and/or ultimately disallowed arising from the administrative claims submitted by DSS on behalf of the Lewis County C-1 School District.
7. Consult with the Division of Medical Services on issues arising out of this agreement.
8. Conduct all activities recognizing the authority of the state Medicaid agency in the administration of state Medicaid Plan on issues, policies, rules and regulations on program matters.
9. Maintain all necessary information for a minimum of five (5) years to support the claims and provide HCFA any necessary data for auditing purposes.
10. Submit claims on a quarterly basis.

III PROGRAM DESCRIPTION

EPSDT Administrative Case Management activities provide for the efficient operation of the state Medicaid plan. These activities aid the potential EPSDT eligible recipient to gain eligibility, access screening services, follow-up on referrals to additional medical providers, establish a health care home for the child, develop and coordinate a service plan, follow through on the case plan and assist the family in becoming able to meet its child's needs in such a way that they are able to function at an optimal level with minimal intervention.

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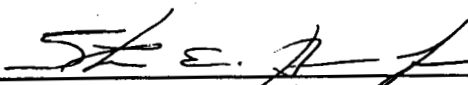
EPSDT Administrative Case Management is committed to the least restrictive method of treatment for children and will maintain this as a priority.

IV PROGRAM EVALUATION PLAN

A designated representative from the Lewis County C-1 School District and the Medicaid agency shall meet annually for the purpose of program review and evaluation of policies for implementing the provisions of the interagency agreement.

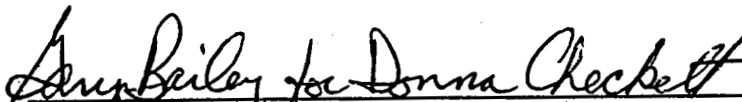
V TERMS OF THIS AGREEMENT

The period of this Cooperative Agreement shall be from October 1, 1994, through September 30, 1996. This agreement shall be reviewed annually by a representative of both parties with recognition of that review being indicated by attached addendum. This agreement may be canceled at any time upon agreement by both parties or by either party after giving thirty (30) days prior notice in writing to the other party provided, however, that reimbursement shall be made for the period when the contract is in full force and effect.


Gary J. Stangler, Director
Department of Social Services


12/22/94

Date


Donna Checkett, Director
Division of Medical Services

12/19/94

Date


Dr. Robert Cornett, Superintendent
Lewis County C-1 School District

10-10-94

Date

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COOPERATIVE AGREEMENT
between the
MISSOURI DEPARTMENT OF SOCIAL SERVICES
and the
MISSOURI DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION
Division of Vocational Rehabilitation
relating to the
Independent Living Waiver Program

This Agreement concerns the administration of the Independent Living Waiver program for Medicaid eligible persons with disabilities, receiving self-directed attendant care services through the Missouri Department of Elementary and Secondary Education, Division of Vocational Rehabilitation (DESE/DVR).

This Agreement is a cooperative agreement between the Missouri Department of Social Services, Division of Medical Services (DSS/DMS), and the Missouri Department of Elementary and Secondary Education, Division of Vocational Rehabilitation (DESE/DVR). The Department of Social Services (DSS) is the designated single state agency for the administration of the Title XIX Medicaid program in Missouri and the Division of Medical Services (DMS) is the Division within DSS which directly manages the Medicaid program operations. The Division of Vocational Rehabilitation (DVR) is the statutorily authorized agency which has administrative charge and control of the administration of the Independent Living Waiver program for persons with physical and cognitive disabilities.

I PURPOSE

This Agreement is entered into for the purpose of efficiently and effectively carrying out the implementation and administration of the Independent Living Waiver program.

II DEFINITIONS

For purposes of this Agreement, the parties agree that the following definitions shall apply:

- A. Department of Social Services (DSS) shall mean the Missouri Department of Social Services, which is the designated single state agency for administration of the Medicaid program.

- B. Department of Elementary and Secondary Education (DESE), Division of Vocational Rehabilitation (DVR), shall mean the Missouri Department of Elementary and Secondary Education (DESE), Division of Vocational Rehabilitation (DVR), which is the designated agency which has administrative control of the Independent Living Waiver program.
- C. Division of Medical Services (DMS) shall mean the Division within the Department of Social Services which administers Title XIX (Medicaid) program operations in Missouri.
- D. Director of Social Services shall mean the Director of Missouri Department of Social Services.
- E. Assistant Commissioner of Vocational Rehabilitation shall mean the Assistant Commissioner of the Missouri Division of Vocational Rehabilitation.
- F. Federal Financial Participation (FFP) shall mean that match provided by the federal government, pursuant to federal law and regulation, to fund services authorized under an approved Medicaid Plan.
- G. Attendant Care shall mean those services required by a person with a cognitive/physical disability to enable him/her to perform those routine tasks necessary to maintain employment or to live independently and which are cost-effective and necessary to prevent institutionalization.
- H. Specialized Medical Equipment and Supplies shall mean devices, controls, or appliances, specified in the plan of care, which enable individuals to increase their abilities to perform activities of daily living, or to perceive, control, or communicate with the environment in which they live and which are cost-effective and necessary to prevent institutionalization.

III Respective Responsibilities

- A. Department of Elementary and Secondary Education, Division of Vocational Rehabilitation

The Division of Vocational Rehabilitation of the Department of Elementary and Secondary Education will conduct all activities, recognizing the authority of the single State Medicaid agency in the administration of the State Medicaid Plan to issue policies, rules and regulations on program matters. The Department of Elementary and Secondary Education, Division of Vocational Rehabilitation, agrees to:

1. Provide staff, including skilled professional personnel and direct support personnel, necessary for fulfillment of the primary terms and conditions of this Agreement. DESE/DVR shall also provide staff necessary for the clerical, supervisory and research and evaluation duties necessary to fulfill the terms and conditions of this Agreement not otherwise provided as indirect support through the Division's indirect rate.
2. Through the written agreements DESE/DVR maintains with the Centers for Independent Living, perform specific activities which are necessary for proper and efficient administration of the Independent Living Waiver program including:
 - a. Determining eligibility for Independent Living Waiver services according to criteria defined in the Independent Living waiver application.
 - b. Periodic utilization reviews, including the assessment of the necessity for adequacy of the attendant care services required by recipients. This activity is to permit only the utilization of such care services which are necessary and to assure that payments are consistent with efficiency, economy, and quality of care.
3. Develop standards and procedures for providers' enrollment, service delivery, documentation and monitoring.
4. Conduct provider relation activities necessary for the administration of the Independent Living waiver program.
5. Prepare, with assistance and review by DMS, material to be published regarding the waiver, including manuals, bulletins, reports, and recipient notices. DVR assures that any written materials distributed by contract service coordination staff are subject to the review and approval of both DVR and DSS.
6. Participate in Medicaid training that may be deemed necessary by the Directors of DSS or DESE/DVR.
7. Set rates for providers of the Independent Living waiver services, not to exceed the maximum amount as stated in the Independent Living waiver.
8. Account for the activities of staff whose costs are not already federally funded, for which Medicaid administrative reimbursement is requested in accordance with approved cost allocation plans and provisions of OMB Circular A-87 and 45 CFR parts 74 and 95.
9. Provide as requested by DSS the information necessary to request FFP. Requests for FFP will be submitted on the standard Form 269 together with a detailed billing for

the administrative funds requested. These documents will be certified by the Assistant Commissioner of the Division of Vocational Rehabilitation.

10. Be responsible for any federal funds which are deferred or ultimately disallowed arising from a failure to comply with a federal requirement, unless the deferral or disallowance is a result of DMS failing to submit in a proper format or a timely manner, amendments to the Independent Living waiver proposed by DVR requires for the administration of the case management program. Timeliness will be measured based on the complexity of the issue(s) involved and whether the proposed waiver amendment can be processed without obtaining additional information from DVR. DVR will provide DMS all information required to submit a waiver amendment at least 15 working days before the amendment be submitted to HCFA.
11. Provide as requested by DSS the information necessary to conduct state or federal audits or both.
12. Maintain the confidentiality of client records and eligibility information received from DSS and use that information only in the activities authorized under this agreement.

B. Department of Social Services

The Department of Social Services shall:

1. Reimburse DVR the Title XIX federal share of actual and reasonable costs for administration provided by DVR staff based on a time-accounting system which is in accordance with the provisions of OMB circular A87 and 45 CFR parts 74 and 95. Administrative costs include costs necessary to collect data, disseminate information and carry out all DVR staff functions outlined in this agreement.

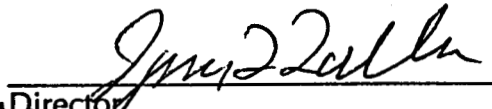
The rate of reimbursement for eligible administrative costs will be 50%, if claimed in accordance with the provisions of 42 CFR 432. The rate of reimbursement for eligible costs qualifying under regulations applicable to Skilled Professional Medical Personnel and their supporting staff (compensation, travel and training), will be reimbursed at 75% when qualified under 42 CFR 432. Changes in federal regulations affecting the matching percentage, and/or costs eligible for enhanced or administrative match, which become effective subsequent to the execution of this agreement will be applied as provided in the regulations.

Reimbursement of the federal share shall be provided upon receipt of quarterly financial statements certified by the Department of Elementary and Secondary Education, Division of Vocational Rehabilitation, for eligible claims prepared in accordance with applicable federal regulations.

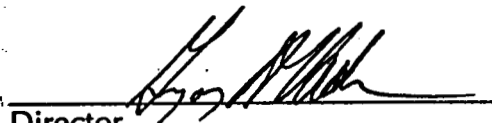
2. Participate in Medicaid related training that may be deemed necessary by the Director(s) of DSS and DVR for the execution of the provisions of this agreement.
3. Determine recipients' eligibility for Medicaid.
4. Conduct reviews of the Independent Living Waiver Program to evaluate the quality of services provided and to ensure compliance with all state and federal laws and regulations for this Home and Community Based Waiver.
5. Assist DVR in preparing and reviewing material to be published regarding the Independent Living waiver program including: manuals, bulletins, reports and recipient notices.
6. Maintain the confidentiality of client records and all other client information obtained from DVR and use that information only in the activities authorized under this agreement.

IV. TERMS OF THE AGREEMENT


The period of this Agreement shall begin July 1, 1999, and shall remain in effect as long as Independent Living Waiver program, administered by Department of Elementary and Secondary Education, Division of Vocational Rehabilitation, remains an approved waiver service. This Agreement may be modified at any time by the written agreement of both parties and it may be canceled by either party after giving 30 days prior notice in writing to the other party.


Director
Department of Social Services

DATE: 9-29-99


Director
Division of Medical Services

DATE: 9-29-99


Commissioner
Department of Elementary and
Secondary Education

DATE: 6/30/99

State Plan TN No. 99-14

Effective Date July 1, 1999

Supersedes TN No. 94-37

Approval Date OCT 29 1999